

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
PHILADELPHIA DIVISION

|                             |   |   |
|-----------------------------|---|---|
| IN RE: MISTY E. CALEB       | ) |   |
| <b><u>Debtor(s)</u></b>     | ) | CHAPTER 13                                      |
|                             | ) |   |
| SANTANDER CONSUMER USA INC. | ) | CASE NO. 19-14669 (ELF)                         |
| <b><u>Moving Party</u></b>  | ) |   |
|                             | ) | HEARING DATE: <b><u>11-19-19 at 9:30 AM</u></b> |
| v.                          | ) |   |
|                             | ) |   |
| MISTY E. CALEB              | ) | 11 U.S.C. 362                                   |
| <b><u>Respondent(s)</u></b> | ) |   |
|                             | ) |   |
| WILLIAM C. MILLER           | ) |   |
| <b><u>Trustee</u></b>       | ) |   |
|                             | ) |   |
|                             | ) |   |
|                             | ) |   |

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

**TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:**

Comes now Santander Consumer USA, Inc. ("Santander") filing this its Motion For Relief From The Automatic Stay ("Motion"), and in support thereof, would respectfully show:

1. That on July 26, 2019, Misty E. Caleb filed a voluntary petition under Chapter 13 of the Bankruptcy Code.
2. This Court has jurisdiction of the Motion by virtue of 11 U.S.C. 105, 361, 362, and 28 U.S.C. 157 and 1334.
3. On April 23, 2016, the Debtor entered into a retail installment contract for the purchase of a 2016 Nissan Altima bearing vehicle identification number 1N4AL3AP3GC185118. The contract was assigned to Santander Consumer USA Inc. and the Debtor became indebted to Santander in accordance with the terms of same. Santander Consumer USA Inc. is designated as first lien holder on the title to the vehicle and holds a first purchase money security interest in the vehicle. A true copy of the contract and title inquiry to the vehicle are annexed hereto as Exhibits A and B.
4. The Debtor surrendered the vehicle to Santander.

5. As of September 27, 2019, the Debtor's account with Santander had a net loan balance of \$14,715.90.

6. According to the September 2019 NADA Official Used Car Guide, the vehicle has a current retail value of \$14,625.00.

7. The Debtor's account is past due from November 26, 2018 to September 26, 2019 with arrears in the amount of \$4,919.63.

8. Santander Consumer USA Inc. alleges that the automatic stay should be lifted for cause under 11 U.S.C. 362(d)(1) in that Santander lacks adequate protection of its interest in the vehicle as evidenced by the following:

(a) Santander has possession of the vehicle and requires stay relief in order to process and sell it.

(b) The Debtor is failing to make payments to Santander and is failing to provide Santander with adequate protection.

WHEREFORE PREMISES CONSIDERED, Santander Consumer USA Inc. respectfully requests that upon final hearing of this Motion, (1) the automatic stay will be terminated as to Santander to permit Santander to seek its statutory and other available remedies; (2) that the stay terminate upon entry of this Order pursuant to the authority granted by Fed.R.Bank.P., Rule 4001(a)(3) and (3) Santander be granted such other and further relief as is just.

Respectfully submitted,

/s/ William E. Craig

William E. Craig

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